

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT APPLICATION OF CLASSIC	)	
CONSTRUCTION, INC. AND	)	CASE NO.
KENTUCKY-AMERICAN WATER	)	2016-00222
COMPANY FOR THE TRANSFER OF	)	
THE RIDGEWOOD WASTEWATER	)	
ASSETS	)	

ORDER

On July 7, 2016, Kentucky-American Water Company (“KAWC”) and Classic Construction, Inc. (“Classic”) (collectively “Joint Applicants”) filed a verified joint application (“Joint Application”) requesting approval of an asset purchase agreement (“APA”) through which KAWC will acquire Classic’s Ridgewood wastewater system (“Ridgewood”).<sup>1</sup> The Joint Applicants also request authorization for KAWC to provide wastewater services to the Ridgewood customers in accordance with KAWC’s existing wastewater tariff on file with the Commission as modified by revised tariff sheets filed with the Joint Application. There are no intervenors in this proceeding. The matter is now before the Commission for a decision based upon the evidentiary record.

Having considered the evidence and being otherwise sufficiently advised, the Commission finds that:

1. KAWC is a corporation organized and existing under the laws of the Commonwealth of Kentucky.<sup>2</sup>

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<sup>1</sup> Joint Application (filed July 7, 2016) at 2.

<sup>2</sup> *Id.* at 1.

2. KAWC is engaged in the distribution and sale of water within the scope of KRS 278.010(3)(d) in 11 Kentucky counties and the collection and treatment of wastewater services within the scope of KRS 278.010(3)(f) in three Kentucky counties.<sup>3</sup>

3. For the calendar year ended December 31, 2015, KAWC reported total water operating revenues of \$90,799,523 and net income of \$15,288,575.<sup>4</sup>

4. For the calendar year ended December 31, 2015, KAWC reported total sewer operating revenue of \$467,676 and a net loss of \$168,590.<sup>5</sup>

5. As of December 31, 2015, KAWC reported \$564,342,966 in total assets, \$534,395,586 in net plant for its water operations, and \$6,872,081 of total sewer plant in service for its sewer operations.

6. As of December 31, 2015, KAWC operated three wastewater treatment plants and provided sewerage service to 1,028 customers.<sup>6</sup>

7. For December 31, 2016, KAWC projects that it will have 139 employees.<sup>7</sup>

8. KAWC has eight personnel who hold wastewater operator licenses.<sup>8</sup>

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<sup>3</sup> *Id.*

<sup>4</sup> *Annual Report of Kentucky-American Water Company, Water Division, to the Public Service Commission for Year Ended December 31, 2015* ("KAWC Annual Report, Water Division") at 20 and 53.

<sup>5</sup> *Annual Report of Kentucky-American Water Company, Sewer Division, to the Public Service Commission for Year Ended December 31, 2015* ("KAWC Annual Report, Sewer Division") at 25 and 26.

<sup>6</sup> *Id.* at 34 and 37.

<sup>7</sup> Case No. 2015-00418, *Application of Kentucky-American Water Company for An Adjustment of Rates* (Jan. 29, 2016), Application, Exhibit 21.

<sup>8</sup> Response to Commission Staff's First Request for Information ("Staff's First Request") (filed Aug. 19, 2016), Item 8.

9. For the calendar year ended December 31, 2015, Classic reported total operating revenues of \$45,288 and a net loss of \$7,018.<sup>9</sup>

10. As of December 31, 2015, Classic reported \$25,955 in total assets and \$19,793 in net utility plant.<sup>10</sup>

11. As of December 31, 2015, Classic operated one wastewater treatment plant and provided sewerage service to 107 customers.<sup>11</sup>

12. On May 2, 2016, KAWC and Classic entered into the APA.<sup>12</sup> Pursuant to the APA, Classic will transfer all of its right, title, and interest in and to the Ridgewood wastewater system assets to KAWC. Classic will, however, retain a single asset in the Collection Sewer Gravity Account that was retired.<sup>13</sup>

13. KAWC will pay the sum of \$15,000 to Classic as consideration for the assets.<sup>14</sup>

14. KAWC stated that it will operate Ridgewood in accordance with proposed modifications, submitted with the Joint Application, to its existing tariff for sewer service on file with the Commission. The proposed modifications include, among other things, a provision through which KAWC will notify the Franklin County Health Department of any physical disconnection of a sewer service line to a Ridgewood Subdivision customer.<sup>15</sup>

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<sup>9</sup> *Annual Report of Classic Construction, Inc., to the Public Service Commission for Year Ended December 31, 2015* ("Classic Annual Report") at 25 and 26.

<sup>10</sup> *Id.* at 12; Response to Staff's First Request. Item 1.

<sup>11</sup> *Classic Annual Report* at 34 and 36.

<sup>12</sup> Joint Application, Exhibit A at 1.

<sup>13</sup> Supplemental Response to Staff's First Request (filed Sept. 9, 2016), Item 3.

<sup>14</sup> *Id.* and Joint Application Exhibit A at 2.

<sup>15</sup> Joint Application at 2 and Exhibit B.

16. KAWC's proposed modifications to its existing tariff for sewer service also include a \$750 charge for the physical disconnection of a sewer service line, and a \$750 charge for connection or reconnection of a sewer service line.<sup>16</sup> KAWC stated that it will not charge a connection fee if a wye and stub-out exists and if KAWC is not required to daylight the sewer main for the customer's plumber.<sup>17</sup>

17. Classic's current tariff includes a \$750 charge for a physical disconnection and a \$750 charge for reconnection.<sup>18</sup>

18. KAWC proposes the following additional changes in payments and fees by the Ridgewood customers: Reduce the late-payment fee from 10 percent to 5 percent; reduce the insufficient-funds charge from \$20 to \$12; establish a charge of \$56 for the disconnection of water service; and establish a charge of \$28 for activation of a new account.<sup>19</sup>

19. KAWC does not propose to change the current monthly rate for sewer service charged to Ridgewood customers as part of this transaction.<sup>20</sup>

Based upon these findings, the Commission makes the following conclusions of law.

1. KAWC is a utility subject to Commission jurisdiction.<sup>21</sup>

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<sup>16</sup> *Joint Application*, Exhibit B; and Response to Staff's First Request, Item 11.

<sup>17</sup> Response to Staff's First Request, Item 12.d.

<sup>18</sup> *Id.*, Item 11; and *Classic Construction, Inc., Rates & Charges and Rules & Regulations for Furnishing Sewer Service*, P.S.C. KY. No. 1, 1<sup>st</sup> Revised Sheet No. 2, effective Mar. 6, 2014.

<sup>19</sup> Joint Application, Exhibits B and C.

<sup>20</sup> *Id.*

<sup>21</sup> KRS 278.010(3)(d) and (f).

2. Classic is a utility subject to Commission jurisdiction.<sup>22</sup>

3. KRS 278.020(6) provides that “[n]o person shall acquire or transfer ownership of, or control, or the right to control, any utility under the jurisdiction of the commission by sale of assets, transfer of stock, or otherwise, or abandon the same, without prior approval by the commission. The commission shall grant its approval if the person acquiring the utility has the financial, technical, and managerial abilities to provide reasonable service.

4. KRS 278.020(7) provides that “[n]o individual, group, syndicate, general or limited partnership, association, corporation, joint stock company, trust, or other entity (an ‘acquirer’), whether or not organized under the laws of this state, shall acquire control, either directly or indirectly, of any utility furnishing utility service in this state without having first obtained the approval of the commission.” KRS 278.020(7) further provides that the “commission shall approve any proposed acquisition when it finds that the same is to be made in accordance with law, for a proper purpose and is consistent with the public interest.”

5. The transfer of Classic’s wastewater treatment system to KAWC is a transaction subject to the jurisdiction of the Public Service Commission and requires Commission approval.

6. Upon completion of the proposed transfer, KAWC will have the financial, technical, and managerial abilities to provide reasonable service to the Ridgewood system customers.

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<sup>22</sup> KRS 278.010(3)(f).

7. KRS 224A.300(1) provides that the regionalization and consolidation of water and wastewater systems should be encouraged.

8. KAWC's acquisition of the wastewater-related assets of Ridgewood is in accordance with law, is for a proper purpose, and is consistent with the public interest.

IT IS THEREFORE ORDERED that:

1. The proposed transfer of the ownership of Classic's wastewater-related assets for Ridgewood, pursuant to the terms of the APA, is approved, subject to the conditions set forth in ordering paragraphs 2 through 5, as of the date of this Order.

2. The rates and charges set forth in Appendix A to this Order and the modifications to KAWC's wastewater tariff as set forth in Appendix B to this Order for wastewater service that KAWC renders on and after October 7, 2016, to the Ridgewood customers are approved. Within 20 days of the closing of the transaction, KAWC shall file, using the Commission's electronic Tariff Filing System, its revised tariffs setting out the revisions authorized herein and reflecting that they were approved pursuant to this Order.

3. KAWC shall notify the Commission in writing of the closing of the transaction within ten days of the closing and shall file with the Commission the journal entries used to record the purchase within 30 days of the closing.

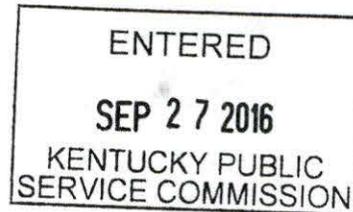
4. If the transaction does not close within 60 days of the date of this Order, the Joint Applicants shall file with the Commission a report on the status of their efforts to complete the transfer.

5. Any material revisions to the proposed transaction shall be approved by the Commission in order for the amendment to be effective.

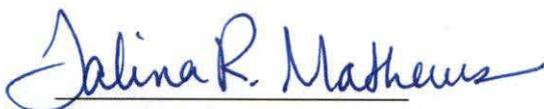
6. Any documents filed in the future pursuant to the ordering paragraphs of this Order shall reference this case number and shall be retained in the utility's general correspondence file.

7. The Executive Director is delegated authority to grant reasonable extensions of time for the filing of any documents required by this Order upon a showing of good cause for such extension.

By the Commission



ATTEST:

  
Executive Director



APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2016-00222 DATED **SEP 27 2016**

P.S.C. Ky. No. 2

Cover Sheet and Original Sheets: Nos. 1-29

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**KENTUCKY-AMERICAN WATER COMPANY**

**2300 RICHMOND ROAD, LEXINGTON, KENTUCKY 40502**

**<http://www.amwater.com/kyaw/>**

**RATES, TERMS, AND CONDITIONS FOR SEWER SERVICE IN KENTUCKY COUNTIES OF**

**BOURBON, CLARK, FRANKLIN AND OWEN**

**FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY**

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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Industrial/Commercial User Policy

(T) Change in text

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**TERRITORY TO WHICH RULES, REGULATIONS AND SERVICE CLASSIFICATIONS APPLY:**

The Rules and Regulations and Service Classifications contained in this tariff apply in the service territory of Kentucky-American Water Company.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502



2. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE

- (a) The Rules and Regulations in their entirety as hereinafter set forth or as they may hereafter be altered or amended in a regular and legal manner shall govern the rendering of sewer service and every customer upon signing of an application for sewer service or upon the taking of sewer service will be bound thereby.
- (b) All billing for service will be rendered on water usage as measured by a water meter. Residential, commercial, industrial and municipal service is only regularly available for single Premises as "Premises" is defined in these Rules. Under special circumstances when the interests of other customers would not be jeopardized or prejudiced, the Company's President or a Vice President may, by writing, authorize service at regular rates to governmental or political corporations, districts, or authorities not qualifying as "Premises" under these rules.

3. APPLICATIONS FOR SEWER SERVICE

- (a) All persons, firms or corporations desiring sewer service, must make written application at the office of the Company on printed forms provided therefore, setting forth in said application all purposes for which sewer can be used upon their Premises.
- (b) Any change in the identity of the contracting Customer at a Premise will require a new application and the Company may after reasonable notice, discontinue the water supply until such new application has been made and accepted, but the former applicant or customer of sewer shall remain liable for sewer services furnished to said Premises until he has given notice in writing to the Company to discontinue the supply. It is the Customer's responsibility to notify the Company if the identity of the person responsible for paying for service changes.

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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3. APPLICATIONS FOR SEWER SERVICE (Con't.)

(c) Existing Street Service Connection

When any person, firm, or corporation, not currently taking sewer service from the Company applies for sewer service, the application shall be in writing on forms supplied by the Company. When such application is accepted by the Company, it shall constitute a contract between the applicant and the Company for service at the Premises named in the application and at any other Premises at which the named applicant may be securing service unless a separate application for service to such other Premises shall have been accepted by the Company.

(d) A Customer who has made application for sewer service to a Premise shall be held liable for all sewer service furnished to such Premises until such time as the Customer properly notifies the Company to discontinue the service for his account.

(e) No charge will be made for activating the sewer to new Customers during regular working hours. Services activated at the request of the Customer after regular working hours or on Saturdays, Sundays and holidays, however, will be billed at actual cost.

(f) No person or persons, corporation or partnership receiving sewer service from the Company will be permitted to use sewer for any other purpose than that for which they shall have contracted to pay as shown by their application. No Customer shall extend sewer lines to others beyond Premises served without written Company consent. An accepted application for sewer service to any Premises shall constitute a license to the applicant to take and receive sewer services for said Premises but only for the uses specified in such application and the supply shall not be used except for the Premises specified in the application.

4. DISCONTINUANCE OF SERVICE

(a) Sewer service will be discontinued to any Premises due to temporary vacancy upon written request of the Customer, without in any way affecting the agreement in force, and upon payment of all charges due as provided for in the Rates, Rules and Regulations of the Company.

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

4. DISCONTINUANCE OF SERVICE (Con't.)

(b) The Company will not discontinue service of any Customer for violation of any rule or regulation of the Company or for non-payment of bills, except on written notice of at least ten (10) days mailed to such Customer at his address as shown upon the Company's records, or personally delivered to him or an adult member of his household, advising the Customer in what particular rule has been violated for which water service will be discontinued if the violation is permitted to continue, provided, however, discontinuance of service shall be effected not less than twenty (20) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the Company a written certificate, signed by a physician, registered nurse or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected Premises, in which case discontinuance may not be effected until the effected resident can make other living arrangements or until not less than ten (10) days elapse from the date of the Company's notification without further notice. Subject to the foregoing provisions, water service at the same Premises may be discontinued by the Company for any of the following reasons:

- (1) For failure to protect from injury or damage the sewer lines and appurtenances, or for failure to protect and maintain the Customer service line or fixtures on the property of the Customer, in a condition satisfactory to the Company.
- (2) For non-payment of any account for sewer service supplied, for sewer service, or for service maintenance, or for any other fee or charge accruing under these Rates, Rules and Regulations.
- (3) For violation of any other rule or regulation of the Company or state and municipal rules and regulations applying to the Company's sewer service.

(c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules and Regulations, and sewer service is being rendered through a single Customer service line to supply two or more Premises, the Company may enforce compliance with these rules by shutting off water service except that such action will not be taken until the Customers have been given a reasonable notice and opportunity to attach his or her pipes to a separately controlled Customer service line.

(d) Discontinuing the supply of water to a Premises for any such reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.

(N) (e) The Franklin County Health Department will be notified for any physical disconnection of the service line to a Ridgewood Subdivision customer.

(N) New Rate or requirement

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**ISSUED:** July 7, 2016  
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**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

5. RENEWAL OF SERVICE AFTER DISCONTINUANCE

- (a) When water service to a Premise has been terminated for any reason, it will be renewed only after the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the Company, and upon payment of all charges due and payable by the Customer in accordance with the Rates, Rules and Regulations.

6. INSTALLATION OF LINES

- (a) The Company reserves the right to determine the size of each connection to its mains, and the service installed therefrom.
- (b) The Customer shall install and maintain the service lateral from main collection line to Premises served (Customer service line). It shall be constructed of materials approved by the sewer utility and installed per utility specification, installed and maintained by the Customer at their own expense and risk. For Owenton customers only, the Company will be responsible for maintaining the service lateral within the public right-of-way per Owenton City Ordinance. Customer service lines must comply with Division of Water requirements and regulations for separation of potable water and wastewater lines.
- (c) The Customer's service lateral and all connections and fixtures attached thereto (Customer service line) shall be subject to the inspection of the Company before the water will be turned on, and all Premises receiving sewer service, including any and all fixtures within the said Premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company.
- (d) The Customer service line shall be laid to gravity flow if possible, or forced lateral into the sewer and shall be placed on firm and continuous earth so as to give unyielding and permanent support, shall not be laid in driveways, nor pass through Premises other than that to be supplied unless permitted by the Company and access is provided via easement, and shall be installed in a trench at least two feet in a horizontal direction from any other trench laid gas pipe, water pipe, or other facilities, public or private.
- (e) Where a street service connection is already laid to the curb line, the Customer shall connect with the service connection as laid.

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

6. INSTALLATION OF LINES (Con't.)

- (f) Each Premise shall be supplied through an independent Customer service line. Customer service lines installed and owned by the property owner must be kept and maintained in good condition.
- (g) The Company shall in no event be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by sewage escaping from Customer service lines or fixtures on the Premises of the owner or Customer.
- (h) When necessary to move or relocate facilities, the cost will be paid by the party or parties requesting such relocation.
- (i) If any customer, his employee, or agent, or any contractor at the direction of a customer, breaks a sewer collection line owned and maintained by the Company, the customer shall pay all the actual costs of repairing or replacing the line and restoring it to its original condition.
- (j) The Company will not accept for treatment or disposal any material except sewage as defined by 807 KAR 5:071, Section 2 (7).

7. PLUMBING WORK MUST BE INSPECTED BY COMPANY

- (a) All plumbing work done in connection with Customer service line fixtures connected with the Company's mains shall be submitted for the inspection of the Company before such underground work is covered up. Whenever the Company determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, the Company may insist upon its being corrected before the sewer service is accepted.

8. METERS, MONITORING OF USAGE, AND BILL ADJUSTMENT

- (a) All billing for sewer service will be rendered on water usage as measured by a water meter. The terms and conditions for water meters, monitoring of usage, and adjustment of bills are found in the Company's water tariff on file with the Kentucky Public Service Commission.

9. TERMS AND CONDITIONS OF BILLING AND OF PAYMENT

- (a) Bills for sewer service will be rendered for monthly periods, and ending at such dates as may be determined by the Company.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

9. TERMS AND CONDITIONS OF BILLING AND OF PAYMENT (Con't.)

- (b) Special charges, which are charges other than the rates for sewer service, shall be payable upon demand.
- (c) All bills for sewer service are due and payable at the office of the Company or at a designated branch collecting agency. Failure to pay will render the Customer subject to discontinuance of water service and subject to charge for disconnecting and reconnecting water service. If any bill for service is not paid within ten days following the submission thereof, the water service may be discontinued in accordance with Rule 4, Discontinuance of Service.
- (d) Customers are responsible for furnishing the Company with their correct addresses. Failure to receive bills will not be considered an excuse for non-payment nor permit an extension of the date when the account would be considered delinquent.
- (e) All bills will be sent to the address entered in the application unless the Company is notified in writing by the Customer of any change of address.
- (f) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.
- (g) The use of water by the same Customer in different Premises or localities will not be combined.
- (h) If for any reason service is discontinued before the expiration of one (1) month from commencement of service, a bill for at least the minimum charge for one (1) month will be rendered.

10. OWNERSHIP OF PROPERTY

- (a) All pipe, fittings, and equipment, between the Company's collecting mains and the Customer's Premise shall at all times be and remain the property of the Customer (Customer service line).

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**EFFECTIVE:** October 7, 2016

**ISSUED BY:**           /s/ Nick O. Rowe            
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**KENTUCKY-AMERICAN WATER COMPANY**  
**Sewer service in Bourbon, Clark, Franklin and Owen Counties**

P.S.C. Ky. No. 2  
 Original Sheet No. 11

11. SAMPLE BILL



0001012210007823094000000000005895019

6 For Service To: 255 KERRY DR  
 8  Check this box for address changes and note new address on back.

Account Number	1012-210007823094
Due Date	March 5, 2015
Total Due	\$58.95
If Paid After Due Date	\$61.90 after 3/5/15

7 Amount Enclosed \$

10 FIRST NAME M. LAST NAME  
 445 ELK LAKE RESORT RD  
 OWENTON, KY 40359-9163

9 KENTUCKY AMERICAN WATER  
 PO BOX 371880  
 PITTSBURGH, PA 15250-7880

11 Please tear along the dotted line and return this portion with your payment.

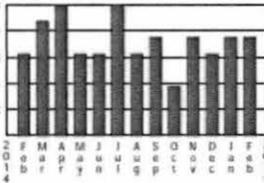
12 BILLING PERIOD AND METER READINGS

- 13 • Billing date: February 17, 2015
- 14 • Due Date: March 5, 2015
- 15 • Billing period: Jan 14 to Feb 16 (34 Days)
- 16 • Next reading on or about: Mar 16, 2015
- 17 • Customer Type: Residential
- 18 • Meter Reading Measurement:  
 1 unit = 100 CF or 748 gallons of water  
 Billing Measurement: 100 gallons (CGL)

20 Meter No.	078802476J
21 Size of meter	5/8"
22 Current Read	665 (Actual)
23 Previous Read	659 (Actual)
24 Total water used this billing period	6 units (4,488 gallons)

- 25 Total Water Use Comparison (in 100 gallons)
- 26 • Current billing period 2015: 44.88 CGL
- 27 • Same billing period 2014: 37.40 CGL

28 Billed Use Graph (100 gallons)



13 BILLING SUMMARY

For Service To: 255 KERRY DR  
 For Account: 1012-210007823094

30	Prior Balance	
	Balance from last bill	38.20
	• Payments as of Jan29: Thank you!	38.20
31	<b>Balance Forward</b>	<b>0.00</b>
32	<b>Current Water Service</b>	
33	Water Service Charge	12.49
34	Water Usage Charge (\$0.53004000 x 44.88)	23.79
35	Total Water Service Related Charges	36.28
36	<b>Current Wastewater Service</b>	
37	Wastewater Base Service Charge	20.76
38	Wastewater Usage Charge (\$0.00000000 x 44.88)	0.00
39	Total Wastewater Service Related Charges	20.76
40	<b>Other Charges</b>	
41	KFA Withdrawal Fee (\$0.01800000 x 44.88)	0.81
42	Total Other Charges	0.81
43	<b>Taxes</b>	
44	School District Tax	1.11
45	Total Taxes	1.11
46	<b>TOTAL CURRENT CHARGES</b>	<b>58.95</b>
47	<b>TOTAL AMOUNT DUE</b>	<b>\$58.95</b>

48 Important messages from Kentucky American Water

- Local Office: 2300 Richmond Road (Lexington) and 102 Main Street (Owenton).
- Go paperless. Reduce clutter with paperless billing, and save time and money with our automatic payment program. These are convenient, secure and environmentally friendly ways to receive and pay your bill. To get started, log on to [www.amwater.com/ityh2o](http://www.amwater.com/ityh2o).

49 Customer Service: 1-800-678-6301 MF 7am to 7pm Emergency: 24/7 [www.kentuckiamwater.com](http://www.kentuckiamwater.com)  
 100001220113

**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
 Nick O. Rowe  
 President  
 2300 Richmond Road, Lexington, KY 40502

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11. SAMPLE BILL

(Continued)

Here is an explanation of the typical customer's bill.

- |     |   |     |  |
|-----|---|-----|--|
| 1.  | Assumed Name for Kentucky American Water Company and payment mailing address            | 24. | Total Water Used This Billing Period   |
| 2.  | Customer Account Number – use this when making inquiries                                | 25. | Total Water Use Comparison (in 100 gallons)  |
| 3.  | Date Payment is Due   | 26. | Current Billing Period Current Year  |
| 4.  | Total Amount Due or DO NOT PAY (if credit balance or paid through automatic withdrawal) | 27. | Same Billing Period Prior Year   |
| 5.  | Amount Due if payment is late (with applicable late fee included)                       | 28. | Billed Use Graph (100 Gallons)   |
| 6.  | Address when service is received  | 29. | Billing Summary  |
| 7.  | Amount enclosed   | 30. | Balance from Last Bill   |
| 8.  | Are to request a change of address or telephone number                                  | 31. | Balance Forward  |
| 9.  | Address to mail payment   | 32. | Current Water Service  |
| 10. | Customer Name and Billing Address   | 33. | Water Service Charge   |
| 11. | Please return this portion with your payment  | 34. | Water Usage  |
| 12. | Billing Period & Meter Information  | 35. | Total Water Charges  |
| 13. | Billing Date  | 36. | Current Wastewater Service   |
| 14. | Due Date  | 37. | Wastewater Base Service Charge   |
| 15. | Billing Period and number of days of service  | 38. | Wastewater Usage Charge  |
| 16. | Next reading on or about  | 39. | Total Wastewater Service Related Charges   |
| 17. | Customer Type   | 40. | Other Charges  |
| 18. | Meter Reading Measurement   | 41. | KRA (Kentucky River Authority) withdrawal Fee  |
| 19. | Billing Measurement   | 42. | Total Other Charges  |
| 20. | Meter Number  | 43. | Taxes  |
| 21. | Meter Size  | 44. | School District Tax  |
| 22. | Current Meter Reading   | 45. | Total Taxes  |
| 23. | Previous Meter Reading  | 46. | Total Current Charges  |
|     |   | 47. | Total Amount Due   |
|     |   | 48. | Messages from Kentucky American Water Customer Service, Emergency Phone Number, and Internet Address |
|     |   | 49. |  |

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
**Nick O. Rowe**  
**President**  
2300 Richmond Road, Lexington, KY 40502

12. LIABILITY OF THE COMPANY

- (a) The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage resulting from the sewer service, due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company will make every effort to maintain the sewer collection system that is required for reasonable service, but it does not guarantee to furnish service at all times.
- (c) The Company shall not be responsible for accidents or damages resulting from the discontinuance of service, nor by reason of the breaking of any main, sewer pipe, fixture or appliance whether owned by the company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.
- (d) The Company shall not be considered in any manner an insurer of property or persons. The Company agrees to furnish such sewer service as shall then be available and not other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons for any other cause whatsoever.

13. GENERAL

- (a) No person shall connect or disconnect to the sewer main without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.
- (b) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.
- (c) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing. The customer shall give immediate notice to the Company of any irregularities or unsatisfactory service and of any defects known to the Customer.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:**           /s/ Nick O. Rowe            
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

14. APPROVAL OF RULES AND REGULATIONS

- (a) All Rules and Regulations of the Company are subject to the approval of the Public Service Commission of the State of Kentucky, or its successor, and if any part thereof should be adjudged to be in violation of any rule or order made by the Commission, then that particular part shall be ineffective but without in any way affecting the other portions thereof.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**CLASSIFICATION OF SERVICE – ROCKWELL VILLAGE**

**Applicable**

Applicable to all customers in Rockwell Village Subdivision and the adjoining Industrial Park in western Clark County, Kentucky.

**Availability of Service**

Available for Residential, Commercial, Industrial, Municipal and All Other Public Authority metered Service, provided that the connection of any additional customer does not exceed the capacity of the plant.

**Monthly Rates**

**For service rendered from July 2, 2015 to July 1, 2016:**

First 12,000 gallons (Minimum Bill)	\$23.48
Over 12,000 gallons (per 100 gallons)	\$0.1956

**For service rendered from July 2, 2016 to July 1, 2017:**

First 12,000 gallons (Minimum Bill)	\$26.57
Over 12,000 gallons (per 100 gallons)	\$0.2213

**For service rendered from July 2, 2017 to July 1, 2018:**

First 12,000 gallons (Minimum Bill)	\$30.06
Over 12,000 gallons (per 100 gallons)	\$0.2504

**For service rendered on and after July 2, 2018:**

First 12,000 gallons (Minimum Bill)	\$34.00
Over 12,000 gallons (per 100 gallons)	\$0.2830

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EFFECTIVE: October 7, 2016

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CLASSIFICATION OF SERVICE – OWENTON**

**Applicable**

Applicable to all customers in the City of Owenton

**Availability of Service**

Available for Residential, Commercial, Industrial, Municipal and All Other Public Authority service.

**Monthly Rates**

**For service rendered from July 2, 2015 to July 1, 2016:**

Within the City Limits

	Per 1,000 gallons		Per 100 gallons
First 2,000 gallons	\$19.54 minimum bill	First 20 100 gallons	\$19.54 minimum bill
Next 1,000 gallons	8.87 per 1,000 gallons	Next 10 100 gallons	0.887 per 100 gallons
Next 2,000 gallons	6.98 per 1,000 gallons	Next 20 100 gallons	0.698 per 100 gallons
Next 5,000 gallons	6.33 per 1,000 gallons	Next 50 100 gallons	0.633 per 100 gallons
Next 10,000 gallons	5.66 per 1,000 gallons	Next 100 100 gallons	0.566 per 100 gallons
Next 20,000 gallons	4.99 per 1,000 gallons	Next 200 100 gallons	0.499 per 100 gallons
All over 40,000 gallons	4.75 per 1,000 gallons	All over 400 100 gallons	0.475 per 100 gallons

Outside the City Limits

First 2,000 gallons	\$24.18 minimum bill	First 20 100 gallons	\$24.18 minimum bill
Next 1,000 gallons	10.98 per 1,000 gallons	Next 10 100 gallons	1.098 per 100 gallons
Next 2,000 gallons	8.65 per 1,000 gallons	Next 20 100 gallons	0.865 per 100 gallons
Next 5,000 gallons	7.82 per 1,000 gallons	Next 50 100 gallons	0.782 per 100 gallons
Next 10,000 gallons	6.99 per 1,000 gallons	Next 100 100 gallons	0.699 per 100 gallons
Next 20,000 gallons	6.17 per 1,000 gallons	Next 200 100 gallons	0.617 per 100 gallons
All over 40,000 gallons	5.88 per 1,000 gallons	All over 400 100 gallons	0.588 per 100 gallons

**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
 Nick O. Rowe  
 President  
 2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission  
 in Case No. 2014-00390 dated July 2, 2015.*

**For service rendered from July 2, 2016 to July 1, 2017:**

Within the City Limits

	Per 1,000 gallons		Per 100 gallons
First 2,000 gallons	\$22.11 minimum bill	First 20 100 gallons	\$22.11 minimum bill
Next 1,000 gallons	10.04 per 1,000 gallons	Next 10 100 gallons	1.004 per 100 gallons
Next 2,000 gallons	7.90 per 1,000 gallons	Next 20 100 gallons	0.790 per 100 gallons
Next 5,000 gallons	7.16 per 1,000 gallons	Next 50 100 gallons	0.716 per 100 gallons
Next 10,000 gallons	6.40 per 1,000 gallons	Next 100 100 gallons	0.640 per 100 gallons
Next 20,000 gallons	5.65 per 1,000 gallons	Next 200 100 gallons	0.565 per 100 gallons
All over 40,000 gallons	5.37 per 1,000 gallons	All over 400 100 gallons	0.537 per 100 gallons

Outside the City Limits

First 2,000 gallons	\$24.18 minimum bill	First 20 100 gallons	\$24.18 minimum bill
Next 1,000 gallons	10.98 per 1,000 gallons	Next 10 100 gallons	1.098 per 100 gallons
Next 2,000 gallons	8.65 per 1,000 gallons	Next 20 100 gallons	0.865 per 100 gallons
Next 5,000 gallons	7.82 per 1,000 gallons	Next 50 100 gallons	0.782 per 100 gallons
Next 10,000 gallons	6.99 per 1,000 gallons	Next 100 100 gallons	0.699 per 100 gallons
Next 20,000 gallons	6.17 per 1,000 gallons	Next 200 100 gallons	0.617 per 100 gallons
All over 40,000 gallons	5.88 per 1,000 gallons	All over 400 100 gallons	0.588 per 100 gallons

**For service rendered from July 2, 2017 to July 1, 2018:**

Within and Outside the City Limits

	Per 1,000 gallons		Per 100 gallons
First 2,000 gallons	\$25.02 minimum bill	First 20 100 gallons	\$25.02 minimum bill
Next 1,000 gallons	11.36 per 1,000 gallons	Next 10 100 gallons	1.136 per 100 gallons
Next 2,000 gallons	8.94 per 1,000 gallons	Next 20 100 gallons	0.894 per 100 gallons
Next 5,000 gallons	8.10 per 1,000 gallons	Next 50 100 gallons	0.810 per 100 gallons
Next 10,000 gallons	7.24 per 1,000 gallons	Next 100 100 gallons	0.724 per 100 gallons
Next 20,000 gallons	6.39 per 1,000 gallons	Next 200 100 gallons	0.639 per 100 gallons
All over 40,000 gallons	6.08 per 1,000 gallons	All over 400 100 gallons	0.608 per 100 gallons

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 Nick O. Rowe  
 President  
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**For service rendered on and after July 2, 2018:**

Within and Outside the City Limits

	Per 1,000 gallons		Per 100 gallons
First 2,000 gallons	\$28.29 minimum bill	First 20 100 gallons	\$28.29 minimum bill
Next 1,000 gallons	12.85 per 1,000 gallons	Next 10 100 gallons	1.285 per 100 gallons
Next 2,000 gallons	10.11 per 1,000 gallons	Next 20 100 gallons	1.011 per 100 gallons
Next 5,000 gallons	9.16 per 1,000 gallons	Next 50 100 gallons	0.916 per 100 gallons
Next 10,000 gallons	8.19 per 1,000 gallons	Next 100 100 gallons	0.819 per 100 gallons
Next 20,000 gallons	7.22 per 1,000 gallons	Next 200 100 gallons	0.722 per 100 gallons
All over 40,000 gallons	6.89 per 1,000 gallons	All over 400 100 gallons	0.689 per 100 gallons

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President  
2300 Richmond Road, Lexington, KY 40502

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in Case No. 2014-00390 dated July 2, 2015.*

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**CLASSIFICATION OF SERVICE - OWENTON**

**CONNECTION FEE**

**Applicable**

Applicable to all customers in the City of Owenton.

**Availability of Service**

Available for Residential, Commercial, Industrial, Municipal and All Other Public Authority metered Service.

**Residential**

Residential – single family residence and duplexes	\$625.00
Apartment buildings having 3 to 8 units	\$1,250.00 per building
Apartment buildings having 9 to 16 units	\$1,500.00 per building
Apartment buildings having 17 or more units	\$125.00 per unit

**Commercial and Industrial**

Commercial and industrial establishments – establishments placing large amounts of waste in system will be contracted separately	\$3,000.00
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**Transient Commercial/Governmental Residential**

Transient Commercial/Governmental Residential-type uses and facilities for such use	\$900.00
Each additional room made available for occupancy/use by customers or expected users of a motel, hotel or term-occupant or patients of a hospital, nursing home or extended care facility or each room to be used as a classroom or restroom in an educational building or educational facility	\$100.00 per room

**Multi-Use Building or Facilities**

Where a building or facility has more than one permitted use, the greater or greatest fee hereunder for such permitted use shall be charged or levied for the sewer connection.

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ISSUED: July 7, 2016  
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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CLASSIFICATION OF SERVICE – OWENTON**

**DELIVERED WASTE SERVICE**

**Applicable**

Applicable to all persons delivering waste for deposit and treatment into the Owenton wastewater treatment system located at 385 Carter Lane, Owenton, Kentucky 40359.

**Availability of Service**

Available to all persons delivering waste for deposit and treatment into the Owenton wastewater treatment system located at 385 Carter Lane, Owenton, Kentucky 40359. The Company reserves the right to refuse or suspend its acceptance of delivered waste.

**Rate**

The Rate is \$20.00 per thousand gallons of material delivered.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**CLASSIFICATION OF SERVICE - MILLERSBURG**

**Applicable**

Applicable to all customers in the City of Millersburg.

**Availability of Service**

Available for Residential, Commercial, Industrial, Municipal and All Other Public Authority service.

**Monthly Rate**

The monthly rate shall be \$11.60 per 1,000 gallons of water used.

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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in Case No. 2014-00390 dated July 2, 2015.*

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**CLASSIFICATION OF SERVICE – RIDGEWOOD SUBDIVISION**

(N) **Applicable**

(N) Applicable to all customers in the Ridgewood Subdivision in Franklin County.

(N) **Availability of Service**

(N) Available for Residential, Commercial, Industrial, Municipal and All Other Public Authority service.

(N) **Monthly Rate**

(N) The monthly rate shall be \$36.57 per month.

(N) **Disconnection Charge**

(N) The charge for the physical disconnection of the sewer service line from the collecting main shall be \$750.

(N) **Connection Charge**

(N) The charge for the physical connection or reconnection of the sewer service line to the collecting main shall be \$750.

(N) New rate or requirement

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ISSUED: July 7, 2016  
EFFECTIVE: October 7, 2016

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CLASSIFICATION OF SERVICE – CUSTOMER CLASSIFICATIONS**

**Residential** – Sales to single Premise residences, or to multiple Premises residences where each Premises is served through a single meter. Sprinkler services added to existing Premises coded as residential would also be coded as residential. For Premises served through a single meter with multiple owners, where usage is primary for residential purposes, and the water is billed to a homeowner association such as a condominium complex they will be classified as residential and charged the residential rate.

**Commercial** – Sales to multiple Premises residences served through a single meter or battery of meters. This would include two (or more) family houses and apartment houses. Sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations. Sales to business or manufacturing establishments where the water is not used principally in manufacturing or processing functions. This would include commercial offices of public utilities. Examples under this category are: stores, laundries, cleaners, shoe repair and other service establishments, garages and service stations, office buildings, sales offices or manufacturing or processing establishments, retail florists, theaters, bowling alleys, swim clubs, golf courses, manufacturing or processing establishment where water is used principally for sanitary purposes, barber shops. Water used for irrigation for agricultural purposes would normally be coded as commercial. Sprinkler services added to existing Premises coded as commercial or industrial would also be coded as commercial.

**Industrial** – Sales to manufacturing or processing establishments where the water is used principally in manufacturing or processing function. This would include public or private utility plants using water for steam generation, power production, etc.

**Other Public Authority or “OPA”** – Sales to municipal, county, state or federal agencies (other than the sales of water for resale). Examples under this category are: city buildings, public schools, public housing developments, libraries and hospitals, fire stations, county, state and federal buildings and agencies.

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ISSUED: July 7, 2016  
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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CLASSIFICATION OF SERVICE – CHARGES, TAXES & OTHER SIMILAR FEES**

**APPLICABLE**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**AVAILABILITY OF SERVICE**

Available for Residential, Commercial, Industrial, and Other Public Authority customers.

**RATES**

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, fee or other similar fee, charge or tax now or hereafter imposed upon the Company by local taxing authorities or the Kentucky River Authority, whether imposed by ordinance, franchise, statute or otherwise, and which fee, tax or charge is based upon Kentucky River water usage or a percentage of the gross receipts, net receipts, or revenues from sales of water or services rendered by the Company to the customer. Where more than one such charge, fee or tax is imposed, the total of such charges, fees or taxes applicable to a Customer may be billed to the customer as a single amount. Charges, Fees or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates or usage effective at the time of billing, and on the basis of the tax rate of usage effective at the time billing is made.

There shall also be added to the Customer's bill, as a separate item, any fee, tax, or charge imposed upon the customer by a municipality or governmental agency, the purpose of which is to allocate among those customers identified by ordinance, franchise, statute or otherwise, the cost of fire hydrants imposed upon the municipality or governmental agency. Failure to pay this charge shall not constitute grounds for termination of service.

If a Customer receives both sewer and water service from the Company, the Customer will not be billed twice for such licenses, fees, charges, or taxes.

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ISSUED: July 7, 2016  
EFFECTIVE: October 7, 2016

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**RECONNECTION CHARGE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers

When it is necessary to discontinue water service to any Premises because of a violation of the Company's Rules and Regulations on account of nonpayment of any bill for sewer service, a charge of Fifty-six Dollars (\$56.00) will be made to cover the expense of turning on the water service.

If a Customer receives both sewer and water service from the Company, the Customer will only be charged one Reconnection Charge per reconnection.

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**ISSUED:** July 7, 2016  
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**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**INSUFFICIENT FUNDS CHARGE**

In those instances where a customer renders payment to the Company by check or electronic funds transfer which is not honored upon deposit by the Company, the customer will be charged (\$12.00) to cover the processing costs.

If a Customer receives both sewer and water service from the Company, the Customer will only be charged one Insufficient Funds Charge per check or electronic funds transfer that is not honored.

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**ISSUED:** July 7, 2016  
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**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**NEW ACCOUNT SET UP**

**ACTIVATION FEE**

**Applicable**

Applicable to all customers who request a new account or a change in ownership of an existing account.

**Availability of Service.**

Available for all customers.

**Rate**

Any activation fee of Twenty-eight (\$28.00) Dollars shall be charged to set up a new account or change an existing account. The activation fee covers the cost of meter reading and record change.

If a Customer receives both sewer and water service from the Company, the Customer will only be charged one Activation Fee per new account or change in ownership of an existing account.

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ISSUED: July 7, 2016  
EFFECTIVE: October 7, 2016

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**LATE PAYMENT FEE**

**APPLICABLE**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**AVAILABILITY OF SERVICE**

Available for all customers.

**RATES**

Kentucky American Water Company shall charge a 5% late fee on all charges that are paid after the due date on the bill. The late payment fee is 5% calculated upon the amounts owed with the exception of any amounts Kentucky-American Water Company collects pursuant to a third-party billing service contract, or on previously assessed late payment fees or other penalty charges. The late payment charge will only be assessed once on any bill for rendered services. Customers who received a pledge for or notice of low income water assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received.

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**ISSUED:** July 7, 2016  
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**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**PARTIAL PAYMENT PLANS**

A partial payment plan may be negotiated in writing or by phone. The plan will be in the form shown below. If negotiated by phone, on the line for customer's signature, the words "by phone" will be written along with the customer's name and date. A copy will be given to or mailed to the customer. Any outstanding balance must be paid before the next bill is issued.

Account Number \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_ owes Kentucky-American Water Company a bill for service in the amount of \$ \_\_\_\_\_, which covers the period from \_\_\_\_\_ to \_\_\_\_\_, and agrees to pay this bill in full before \_\_\_\_\_ and further agreed to make the following payments:

Date	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If payment is not made on the specified date, the water service will be disconnected immediately. In the event service is disconnected, the unpaid balance and a reconnection fee must be paid before service is restored. If more than two extensions for payment are granted in a two-year period, a deposit will be required equal to one and one-third times the estimated average quarterly water bill or two times the estimated average monthly water bill.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Kentucky-American Water Company

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

## INDUSTRIAL/COMMERCIAL USER POLICY

### 1.0 PURPOSE

This Policy sets forth uniform requirements for existing and future Industrial/Commercial Users (referred to as Users throughout the remainder of the document) who discharge directly or indirectly into the wastewater collection and treatment system ("System") of Kentucky American Water ("Utility"). This Policy is designed to ensure that Users take no action which would prevent the Utility from complying with the requirements of the Commonwealth of Kentucky's Division of Water of the Natural Resources and Environmental Protection Cabinet ("DOW").

### 2.0 OBJECTIVES

The objectives of this Policy are to: (1) prevent the introduction of pollutants or materials into the wastewater system that interfere with the System's operation, contaminate the resulting sludge, pass through the System into the receiving waters or the atmosphere, or otherwise are incompatible with the System; (2) improve the opportunity to recycle and reclaim wastewater and sludge; and (3) ensure equitable distribution of the cost of the treatment and collection system.

### 3.0 POLICY

All Users that have identified substances which potentially may interfere with the Utility's ability to meet its KPDES Permit requirements are subject to this Policy and shall comply with its terms and those of approved Operating Agreements ("Operating Agreements") between Users and the Utility. Where a conflict between the terms of this Policy and an Operating Agreement occurs, the terms of this Policy shall control.

Users shall arrange and shall cause any required analyses to be performed. A laboratory approved by the Utility shall perform all analyses. Users shall bear all costs associated with these analyses. The Utility may conduct sampling and analysis of a User's effluent discharges at its discretion. Any industrial/commercial user subject to federal and/or state pre-treatment requirements, with discharges to KAW's sanitary waste system, may be subject to a surcharge for additional waste monitoring services to ensure compliance with KAW's KPDES discharge permit. The industrial/commercial discharger surcharge is a method of applying the additional cost of required monitoring to those users whose discharge necessitates the additional activities. The surcharge fee is \$500 per month, with an additional bi-annual fee of \$1,000 (once every two years).

This Policy shall be administered and enforced for the Utility by a registered professional engineer or appropriately certified wastewater treatment plant operator experienced in wastewater and sewer regulation and management.

### 4.0 SEWER USE

Within 30 days from April 20, 2008, which was the original effective date of the policy, existing Users meeting the criteria shall submit to the Utility a completed User Information Form. Within 30 days of the Utility's receipt of the User Information Form, the Utility and the User shall enter an Operating Agreement incorporating the requirements of this Policy. Users failing to enter such an Operating Agreement within 60 days of the Policy's effective date are subject to termination of service and disconnection from the System.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/Nick O. Rowe  
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

No prospective User shall connect to or use any existing connection of the system before submitting a completed User Information Form to the Utility and entering an Operating Agreement with the Utility.

The Utility may assess to any User who violates any provision of this Policy or its Agreement a charge equal to the amount of damage to the System or costs incurred by the Utility that result from the violation. Such costs may include, but are not limited to, civil or criminal penalties assessed to the Utility as a result of the User's violation and attorney's fees and other costs incurred in civil and criminal proceedings resulting from the User's violation. The Utility may, at its discretion, also terminate a User's service for violations of this Policy.

Users who discharge only domestic or "restroom waste" into the System shall complete the applicable portions of the User Information Form set forth at Section 9.1 and execute the Operating Agreement set forth at Section 10.1 of this Policy.

All Users shall complete and submit the User Information Form set forth at Section 9.1 in its entirety and shall execute the Operating Agreement set forth at Section 10.2. This Operating Agreement shall be tailored to the User's discharge activity and shall enable the Utility to comply with its Kentucky Pollutant Discharge Elimination System Permit ("KPDES Permit").

No User shall place, deposit, or permit to be deposited into the System any wastewater containing or having:

- any storm water, ground water, roof run-off, subsurface drainage, or cooling water.
- a temperature higher than 104 degrees F.
- any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases; and in no case any pollutant with a closed cup flashpoint of less than 140 degrees F., or which causes the System to exceed 10 percent of the lower explosive limit at any point.
- any garbage that has not been ground by suitable garbage grinders.
- any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, manure, or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the System.
- toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the System.
- noxious or malodorous gases or substances capable of creating a public nuisance including pollutants which result in the presence of toxic gases, vapors, or fumes.
- solids of a character or quantity that require special and unusual attention for their handling.
- any substance which may affect System effluent and cause the Utility to violate the requirements of its Permit.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/Nick O. Rowe  
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

- any substance which would cause the System to fail to comply with sludge use, recycling, or disposal guidelines or regulations issued pursuant to the federal laws governing air or water quality, the Toxic Substances Act, or any applicable enactment of the Commonwealth of Kentucky.

- color which is not removed in the treatment process.

- medical or infectious wastes, radioactive waste or isotopes, or any pollutant, including BOD pollutants, released at a flow rate or concentration which would interfere with operation of the System.

The Utility may, at reasonable times, inspect the interior or exterior of any building connected or to be connected to the System, inspect and copy appropriate records, and inspect and test sampling equipment. The Utility may, at any reasonable time, perform a smoke test on or test the discharges of any facility connecting a building to the System.

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**ISSUED:** July 7, 2016  
**EFFECTIVE:** October 7, 2016

**ISSUED BY:** /s/Nick O. Rowe  
Nick O. Rowe  
President  
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5.0 USER MANAGEMENT REQUIREMENTS

5.1 Change in Discharge

Users shall at all times comply with Operating Agreements. No facility expansion, production increase, or process modification that will cause a new, different, or increased discharge into the System may be implemented without the Utility's prior approval and until the execution of a written amendment to the User's existing Operating Agreement. Requests for modification of an Operating Agreement must be submitted in writing to the Utility not less than 90 days prior to the User's proposed implementation date. No facility expansion, production increase, or process modification shall be approved that causes a discharge that would cause the Utility to violate its KPDES Permit.

5.2 Non-Compliance Notification

Upon learning that it is not complying with its Operating Agreement or that an unavoidable event will prevent its compliance with its Operating Agreement, the User shall immediately notify the Utility of:

- the nature and cause of the non-complying discharge;
- the time when the non-complying discharge began or is expected to begin and its duration; and
- the steps taken by the User to achieve compliance and prevent a recurrence of the non-complying discharge.

If the User learns of its failure to comply as a result of sampling and analysis, it shall repeat the sampling and analysis within 24 hours of learning of its failure to comply and immediately provide to the Utility the results of the first and second sampling and analysis.

5.3 Termination of Service

After a reasonable attempt to obtain compliance, the Utility may terminate service for:

- Discharges not permitted by the User's Agreement or in excess of those permitted, upon ten days written termination notice;
- Falsification of reports, upon ten days written termination notice;
- Unapproved modification of sampling equipment or methods, upon ten days written termination notice;
- (For customers discharging only domestic or "restroom waste") Refusal to allow the Utility timely access to the User's premises, upon ten days written termination notice;
- (For customers discharging wastes other than domestic or "restroom waste") Refusal to allow the Utility timely access to the User's premises, upon two days written termination notice;
- Any discharge which presents a hazard to public health and safety, the welfare of the local environment, or the System, without advance notice.

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6.0 OPERATING AGREEMENTS

6.1 Transferability

No Operating Agreement may be transferred without the Utility's prior written approval. No approval will be granted by the Utility unless the transferee has agreed in writing to be bound by the terms of the transferred Agreement.

6.2 Modification

Upon 30 days notice to Users and to the Commission, the Utility may modify or amend existing Operating Agreements to impose additional restrictions, conditions, prohibitions, or monitoring requirements upon Users as may be required of the Utility by DOW as a condition for maintaining or renewing its KPDES Permit.

7.0 MONITORING AND REPORTING

7.1 Representative Samples

Samples shall be representative of the volume and nature of the monitored discharge.

7.2 Reporting

Unless otherwise provided in its Agreement, Users shall submit to the Utility, by the 15th of the first month of each Quarter, User monitoring reports for the preceding Quarter. A completed "Self-monitoring Report Form", as set forth in Section 11.1 of this Policy, shall be filed for each sample taken. Users shall submit with the User monitoring reports a completed "Chain of Custody Form", as set forth in Section 11.2 of this policy, for each sample taken.

7.3 Integrity of Samples

Samples shall be collected, handled, and preserved using methods approved by the U. S. Environmental Protection Agency ("EPA") and shall be analyzed by a Utility-approved laboratory according to methods contained in Title 40, Code of Federal Regulations, Part 136, or otherwise approved by the EPA ("E.P.A approved procedures").

7.4 Chain of Custody

Sample containers shall be labeled at the time of collection and the following information shall be affixed to the label with waterproof ink: sample number, name of collector, and the date, time, and place of collection. The User shall maintain a field log with all information required for the label and the name of the user, location of sampling point, and type of sample. A Chain-of-Custody form containing all information recorded in the field log plus the signature of all persons who have had custody of the sample and the dates of possession shall accompany each sample that is provided to the laboratory. The format of the Chain-of-Custody form is set forth at Section 11.2 of this Policy.

7.5 Record Retention

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Users shall maintain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instruments, and copies of all reports required by this policy, for at least three years from creation of the record.

#### 7.6 Definitions

- Composite Sample when performed automatically by mechanical instrument shall mean a sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be either a time composite sample (composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow) or a flow proportional sample (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between aliquots). Composite samples taken manually shall be comprised of no fewer than four samples of equal volume collected over a 24 hour period at intervals proportionate to discharge flow, or a sample portion collected continuously over a 24 hour period at a rate proportional to the discharge flow. Methods for composite sampling must be approved in advance by the Utility.

- Biochemical Oxygen Demand (BOD or BOD-5) shall mean the measure of decomposable organic matter in wastewater as represented by the oxygen used over a period of five days at 20 degrees C, as determined by E.P.A. approved procedures.

- Total Suspended Solids (TSS) shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration according to E.P.A. approved procedures.

- Oil and Grease (Total) shall mean all vegetable and animal matter, hydrocarbons, waxes, oils, gasoline, heavy fuel, or lubricating oils as determined according to E.P.A. approved procedures.

- Daily Maximum shall mean the maximum allowable discharge of a pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

- Grab Sample shall mean an individual sample collected in less than 15 minutes, without regard for flow or time.

- Instantaneous Maximum Concentration shall mean the maximum concentration allowed in any single grab sample.

- Cooling Water, Uncontaminated, shall mean water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.

- Cooling Water, Contaminated, shall mean water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used as corrosion inhibitors or biocides, or by direct contact with process materials or wastewater.

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- Monthly Average shall mean the arithmetic mean of the values for effluent samples collected during a calendar month or specified 30 day period.

- Weekly Average shall mean the arithmetic mean of the values for effluent samples collected over a period of seven consecutive days.

- Bi-Weekly shall mean once every other week.

- Bi-Monthly shall mean once every other month.

- Quarterly shall mean once every three months.

- By-Pass shall mean the intentional diversion of wastes from any portion of the treatment facility.

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7.7 MONITORING REQUIREMENTS

From the period beginning the effective date of the Operating Agreement, the User shall monitor any designated outfall for the following parameters, at the indicated frequency:

Sample Parameter (Units)	Measurement Location	Frequency	Sample Type
Flow (gpd)	Meter washer	Daily	Meter
Flow (gpd)	Master meter	Continuous	Meter
BOD5	MH 001	4/year	Composite
NH3-N	MH 001	4/year	Composite
TSS	MH 001	4/year	Composite
Total Oil & Grease	MH 001	4/year	Grab
PH	MH 001	4/year	Grab
Phosphorus(T)	MH 001	4/year	Composite
Cadmium (T)	MH 001	4/year	Composite
Chromium (T)	MH 001	4/year	Composite
Copper (T)	MH 001	4/year	Composite
Lead (T)	MH 001	4/year	Composite
Nickel (T)	MH 001	4/year	Composite
Silver (T)	MH 001	4/year	Composite
Zinc (T)	MH 001	4/year	Composite
Cyanide (T)	MH 001	4/year	Grab
TTO	MH 001	2/year	Composite

Daily flows are to be recorded from the Users flow meter.

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8.0 DISCHARGE LIMITS

No discharge into the Utility's system may exceed the following limits:

DISCHARGE LIMITATIONS

PARAMETER	UNIT	24 HOUR MAXIMUM CONCENTRATION (mg/L)	MONTHLY AVERAGE CONCENTRATION (mg/L)
Flow	GPD	Report	Report
Arsenic, total	mg/L	0.10	
Cadmium, total	mg/L	0.06	0.06
Chromium, total	mg/L	1.0	0.84
Chromium, hexavalent	mg/L	0.10	
Copper, total	mg/L	1.1	1.02
Cyanide, total	mg/L	0.1	0.1
Iron, total	mg/L	15.0	
Lead, total	mg/L	0.30	0.21
Mercury, total	mg/L	0.0005	
Nickel, total	mg/L	0.7	0.7
Silver, total	mg/L	0.10	0.1
Zinc, total	mg/L	1.3	0.73
Ammonia Nitrogen	mg/L	30	
Phosphorus	mg/L	1.0	
Oil/Grease, Total	mg/L	100	
PH, S.U.	mg/L	9.5	
TSS	mg/L	250	
BOD-5	mg/L	250	
TTO	mg/L	1.05	

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9.0 USER INFORMATION FORM

As set forth in section 3.0 of the Industrial/Commercial User Policy, the following form must be completed and submitted to the Utility by all current users within 30 days from April 20, 2008, which was the original effective date of the policy, and prior to connection to the system by prospective Users.

*USER INFORMATION FORM*

*NOTE: Please read all attached instructions prior to completing this application.*

1.1 Facility Name: \_\_\_\_\_  
Operator Name: \_\_\_\_\_

Is the operator identified the owner of the facility?  
Yes ( ) No ( ) If no, provide the name and address of the operator and submit a copy of the contract or other documents indicating the operator's scope of responsibility for the facility

1.2 Facility Address:  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1.3 Business Mailing Address:  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1.4 Designated Signatory Authority of the Facility:  
(Attach similar information for each authorized representative)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

1.5 Designated Facility Contact:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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2.0 *BUSINESS ACTIVITY:*

2.1 *If your facility employs or will employ processes in any of the industrial categories or business activities listed below (regardless of whether they generate wastewater, waste sludge, or hazardous wastes), place a check beside the category of business activity (check all that apply).*

*INDUSTRIAL CATEGORIES\**

- |   |   |
|---|---|
| <input type="checkbox"/> Aluminum Forming                   | <input type="checkbox"/> Asbestos Manufacturing                         |
| <input type="checkbox"/> Battery Manufacturing              | <input type="checkbox"/> Can Making                                     |
| <input type="checkbox"/> Coal Mining                        | <input type="checkbox"/> Coil Coating                                   |
| <input type="checkbox"/> Copper Forming                     | <input type="checkbox"/> Electric and Electronic Components Manufacture |
| <input type="checkbox"/> Electroplating                     | <input type="checkbox"/> Feedlots                                       |
| <input type="checkbox"/> Fertilizer Manufacturing           | <input type="checkbox"/> Foundries (Metal Molding and Casting)          |
| <input type="checkbox"/> Glass Manufacturing                | <input type="checkbox"/> Grain Mills                                    |
| <input type="checkbox"/> Inorganic Chemicals                | <input type="checkbox"/> Iron and Steel                                 |
| <input type="checkbox"/> Leather Tanning and Finishing      | <input type="checkbox"/> Metal Finishing                                |
| <input type="checkbox"/> Nonferrous Meta Forming            | <input type="checkbox"/> Nonferrous Metals Manufacturing                |
| <input type="checkbox"/> Organic Chemicals Manufacture      | <input type="checkbox"/> Paint and Ink Formulating                      |
| <input type="checkbox"/> Paving and Roofing Manufacture     | <input type="checkbox"/> Pesticides Manufacturing                       |
| <input type="checkbox"/> Petroleum Refining                 | <input type="checkbox"/> Pharmaceutical                                 |
| <input type="checkbox"/> Plastic, Synthetic Materials Mfgr. | <input type="checkbox"/> Plastics Processing Manufacturing              |
| <input type="checkbox"/> Porcelain Enamel                   | <input type="checkbox"/> Pulp, Paper and Fiberboard Manufacturing       |
| <input type="checkbox"/> Rubber                             | <input type="checkbox"/> Soap and Detergent Manufacturing               |
| <input type="checkbox"/> Steam Electric                     | <input type="checkbox"/> Sugar Processing                               |
| <input type="checkbox"/> Textile Mills                      | <input type="checkbox"/> Timber Products                                |

\* *A facility whose processes are within these business areas may be a "categorical user" and subject to Environmental Protection Agency (EPA) categorical pretreatment standards.*

2.2 *Give a brief description of all operations at this facility including primary products or services (attach additional sheets if necessary):*

2.3 *Indicate applicable Standard Industrial Classification (SIC) for all processes. (If more than one applies, list in descending order of importance):*

a. \_\_\_\_\_ b. \_\_\_\_\_ c. \_\_\_\_\_ d. \_\_\_\_\_ e. \_\_\_\_\_

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3.4 *List Average Water Use on Premises: (New facilities may estimate)*

TYPE	AVERAGE WATER USAGE (GPD)	INDICATE (E) ESTIMATED OR (M) MEASURED
a. Contact cooling water		
b. Non-contact cooling water		
c. Boiler feed		
d. Process		
e. Sanitary		
f. Air pollution control		
g. Contained in product		
h. Plant and equipment washdown		
i. Irrigation and lawn watering		
j. Other		
k. TOTAL OF a-j		

4.0 **SEWER INFORMATION:**

4.1 *For an Existing Business:*

*Is the building presently connected to the Kentucky American Water sanitary sewer system?*

Yes: Sanitary sewer account number \_\_\_\_\_  
 No: Have you applied for a sanitary sewer hookup?  Yes  No

*For a New Business:*

*Have you applied for a building permit if a new facility will be constructed?*  Yes  No  
*Will you be connected to the Kentucky American Water sewer system?*  Yes  No

4.2 *List size, descriptive location, and flow of each facility sewer that connects to the sewer system. (If more than four, attach additional information on another sheet.)*

Sewer Size	Descriptive Location of Sewer Connection or Discharge Point	Average Flow(GPD)

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5.0 WASTEWATER DISCHARGE INFORMATION:

5.1 Does (or will) this facility discharge any wastewater other than from restrooms to the sewer system?

- ( ) Yes (Complete the remainder of this application.)
- ( ) No (Skip to Section 9.)

5.2 Provide the following information on wastewater flow rate: (New facilities may estimate)

Hours/Day Discharge (e.g., 8 hours/day)

M \_\_\_\_ T \_\_\_\_ W \_\_\_\_ TH \_\_\_\_ F \_\_\_\_ SAT \_\_\_\_ SUN \_\_\_\_

Hours of Discharge (e.g., 9 a.m. to 5 p.m.)

M \_\_\_\_ T \_\_\_\_ W \_\_\_\_ TH \_\_\_\_ F \_\_\_\_ SAT \_\_\_\_ SUN \_\_\_\_

Peak Hourly Flow Rate (Gals) \_\_\_\_\_ Maximum Daily Flow Rate (Gals) \_\_\_\_\_  
Annual Daily Average (Gals) \_\_\_\_\_

5.3 If batch discharges occurs or will occur, indicate: (New facilities may estimate)

Number of batch discharges, \_\_\_\_\_ per day

Average discharge per batch, \_\_\_\_\_ (Gals)

Time of batch discharges, \_\_\_\_\_ (days of week) at \_\_\_\_\_ (hours of day)

Flow Rate, \_\_\_\_\_ gallons/minute, Percent of total discharge, \_\_\_\_\_%

5.4 Schematic Flow Diagram - For each major activity in which wastewater is or will be generated, draw a diagram of the flow of material, products, water, and wastewater from the start of the activity to its completion, showing all unit processes. Indicate which processes use water and which generate wastestreams. Include the average daily volume and maximum daily volume of each wastestream (new facilities may estimate). If estimates are used for flow data, this must be indicated. Number each unit process having wastewater discharges to the sewer. Use these numbers when showing the unit processes in the building layout in Section 8. This drawing must be certified by a Kentucky Registered Professional Engineer.

Facilities that checked activities in question 2.1 of Section 2 are considered Categorical Industrial Users and should skip to Section 5.6.

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5.5 For Non-categorical Users Only: List average wastewater discharge, maximum discharge, and type of discharge (batch, continuous or both), for each plant process. Include the reference number from the process schematic that corresponds to each process. (New facilities should provide estimates for each discharge).

No.	Process Description	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge (batch, Contin., None)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Answer questions 5.6 and 5.7 only if you are subject to categorical pretreatment standards

5.6 For Categorical Users: Provide the wastewater discharge flows for each of your processes or proposed processes. Include the reference number from the process schematic that corresponds to each process. (New facilities should provide estimates for each discharge).

No.	Regulated Process	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge (batch, Contin., None)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

No.	Dilution	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge (batch, Contin., None)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5.7 For Categorical Users subject to Total Toxic Organic (TTO) Requirements: Provide the following TTO information.

Does (or will) this facility use any of the toxic organics that are listed under the TTO standard of the applicable categorical pretreatment standards published by the EPA?

Yes  No

Has the baseline monitoring report (BMR) been submitted which contains the TTO information?

Yes  No

Has a toxic organic management plan (TOMP) been developed?

Yes, (Please attach a copy)  No

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5.8 Do you have, or plan to have, automatic sampling equipment or continuous wastewater flow metering equipment at this facility?

Current: Flow Metering ( ) Yes ( ) No  
          Sampling Equipment ( ) Yes ( ) No  
Planned: Flow Metering ( ) Yes ( ) No  
          Sampling Equipment ( ) Yes ( ) No

If so, please indicate the present or future location of this equipment on the sewer schematic and describe the equipment below:

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5.9 Are any process changes or expansions planned during the next three years that could alter wastewater volumes or characteristics? Consider production processes as well as air or water pollution treatment processes that may affect the discharge.

( ) Yes ( ) No, (skip question 5.10)

5.10 Briefly describe these changes and their effects on the wastewater volume and characteristics: (Attach additional sheets if needed.)

#### 6.0 CHARACTERISTICS OF DISCHARGE

All current industrial/commercial users are required to submit monitoring data on all pollutants that are regulated specific to each process. Use the table at the end of this section to report the analysis of the analytical results. Do Not Leave Blanks. For all other (non-regulated) pollutants, indicate whether the pollutant is known to be present (P), suspected to be present (S), or known not to be present (O), by placing the appropriate letter in the column for average reported values. Indicate on either the top of each table, or on a separate sheet, if necessary, the sample location and type of analysis used. Be sure methods conform to 40 CFR Part 136. If they do not, indicate what method was used.

New users should use the table to indicate what pollutants will be present or are suspected to be present in proposed wastestreams by placing a P (expected to be present), S (may be present), or O (will not be present) under the average reported values.

#### 7.0 TREATMENT

7.1 Is any form of wastewater treatment (see list below) practiced at this facility?

( ) Yes ( ) No

7.2 Is any form of wastewater treatment (or changes to an existing wastewater treatment) planned for this facility within the next three years?

( ) Yes ( ) No

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7.3 Treatment devices or processes used or proposed for treating wastewater or sludge (check as many as appropriate).

- |  |  |
|--|--|
| <input type="checkbox"/> Air Flotation                         | <input type="checkbox"/> Centrifuge                            |
| <input type="checkbox"/> Chemical Precipitation                | <input type="checkbox"/> Chlorination                          |
| <input type="checkbox"/> Cyclone                               | <input type="checkbox"/> Filtration                            |
| <input type="checkbox"/> Flow Equalization                     | <input type="checkbox"/> Grease or Oil Separation, type: _____ |
| <input type="checkbox"/> Grease Trap                           | <input type="checkbox"/> Grinding Filter                       |
| <input type="checkbox"/> Grit Removal                          | <input type="checkbox"/> Ion Exchange                          |
| <input type="checkbox"/> Neutralization, pH correction         | <input type="checkbox"/> Ozonation                             |
| <input type="checkbox"/> Reverse Osmosis                       | <input type="checkbox"/> Screen                                |
| <input type="checkbox"/> Sedimentation                         | <input type="checkbox"/> Septic Tank                           |
| <input type="checkbox"/> Solvent Separation                    | <input type="checkbox"/> Spill Protection                      |
| <input type="checkbox"/> Sump                                  | <input type="checkbox"/> Biological Treatment, type: _____     |
| <input type="checkbox"/> Rainwater Diversion or Storage        | <input type="checkbox"/> Other Chemical Treatment, type: _____ |
| <input type="checkbox"/> Other Physical Treatment, type: _____ | <input type="checkbox"/> Other, type: _____                    |

7.4 Describe the pollutant loadings, flow rates, design capacity, physical size, and operating procedures of each treatment facility checked above.

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7.5 Attach a process flow diagram for each existing treatment system. Include process equipment, by-products, by-product disposal method, waste and by-product volumes, and design and operating conditions.

7.6 Describe any changes in treatment or disposal methods planned or under construction for the wastewater discharge to the sanitary sewer. Please include estimated completion dates.

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7.7 Do you have a treatment plant operator?  Yes  No

(If yes,) Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Full time: \_\_\_\_\_ (specify hours) Part time: \_\_\_\_\_ (specify hours)

Classification: \_\_\_\_\_ Certification No. \_\_\_\_\_

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- 7.8 Do you have a manual on the correct operation of your treatment equipment?  
( ) Yes ( ) No
- 7.9 Do you have a written maintenance schedule for your treatment equipment?  
( ) Yes ( ) No
- 8.0 FACILITY OPERATIONAL CHARACTERISTICS:

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8.1 *Shift Information*

<i>Work Days</i>	<i>Mon.</i>	<i>Tues.</i>	<i>Wed.</i>	<i>Thurs.</i>	<i>Fri.</i>	<i>Sat.</i>	<i>Sun.</i>
<i>Shifts per work day:</i>							
<i>Empl's per Shift</i>	<i>1<sup>st</sup>.</i>						
	<i>2<sup>nd</sup>.</i>						
	<i>3<sup>rd</sup>.</i>						
<i>Shift start and end times:</i>	<i>1<sup>st</sup></i>						
	<i>2<sup>nd</sup></i>						
	<i>3<sup>rd</sup></i>						

8.2 *Indicate whether the business activity is:*

- Continuous through the year, or*
- Seasonal - Circle the months of the year which the business activity occurs:*

<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sept</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
<i>Comments:</i>											

8.3 *Indicate whether the facility discharge is:*

- Continuous through the year, or*
- Seasonal - Circle the months of the year which the business activity occurs:*

<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sept</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
<i>Comments:</i>											

8.4 *Does the operation shut down for vacation, maintenance, or other reasons?*

- Yes, indicate reasons and period when shutdown occurs:*

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8.5 List types and amounts (mass or volume per day) of raw materials used or planned for use (attach list if needed):

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8.6 List types and quantity of chemicals used or planned for use during permit period. (attach list if needed). Include copies of Manufacturer's Safety Data Sheets for all chemicals identified:

Chemical	Quantity
<hr/>	<hr/>
<hr/>	<hr/>

8.7 Building Layout. Draw to scale the location of each building on the premises. Show map orientation and location of all water meters, storm drains, numbered unit processes (from schematic flow diagram), sewer, and each facility sewer line connected to the sewer system. Number each sewer and show existing and proposed sampling locations. A blueprint or drawing of the facilities showing the above items may be attached instead.

9.0 SPILL PREVENTION:

9.1 Do you have chemical storage container, bins or ponds at your facility? ( ) Yes ( ) No

If yes, describe their locations, contents, size, type and frequency and method of cleaning. Also indicate in a diagram or describe below these containers' proximity to a sewer or storm drain. Indicate if buried metal containers have cathodic protection.

9.2 Do you have floor drains in your manufacturing or chemical storage area(s)?

( ) Yes, Indicate discharge location: \_\_\_\_\_  
( ) No

9.3 If you have chemical storage containers, bins or ponds in manufacturing area, could an accidental spill lead to a discharge to: (check all that apply)?

- ( ) an onsite disposal system
- ( ) sanitary sewer system (e.g. through a floor drain)
- ( ) storm drain
- ( ) to ground
- ( ) other, specify: \_\_\_\_\_
- ( ) not applicable, no possible discharge to any of the above routes

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

9.4 Do you have an accidental spill prevention plan (ASPP) to prevent spills of chemicals or slug discharges from entering the collection system?

- Yes - (Attach a copy of the plan)                       No  
 Not applicable since there are no floor drains and/or the facility discharge(s) only domestic wastes.

9.5 Describe below any previous spill events and remedial measures taken to prevent their recurrence.

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10.0 NON-DISCHARGE WASTES:

10.1 Are any waste liquids or sludges generated and not disposed of in the sanitary sewer system?

- Yes, please describe below  
 No, Skip the remainder of Section 10.

<i>Waste Generated</i>	<i>Quantity (per year)</i>	<i>Disposal Method</i>

10.2 Indicate which wastes identified above are disposed of at an off-site treatment facility and which are disposed of on-site.

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10.3 If any of your wastes are sent to an off-site centralized waste treatment facility, identify the wastes and the facility.

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10.4 If an outside firm removes any of the above checked wastes, state the name(s), and address(es) of all waste haulers:

- A. \_\_\_\_\_ B. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Permit # \_\_\_\_\_ Permit # \_\_\_\_\_

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

10.5 Have you ever been issued any Federal, State, or local environmental permits?  
( )Yes ( )No

If Yes, please list the permit(s):

11.0 AUTHORIZED SIGNATURES:

11.1 Compliance Certification:

A. Are all applicable Federal, State, and local pretreatment standards and requirements being met on a consistent basis?

( )Yes ( )No ( )Not yet discharging

B. If no, what additional operations and maintenance procedures are being considered to bring the facility into compliance? List any additional treatment technology or practice being considered to bring the facility into compliance.

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Provide a schedule for bringing the facility into compliance. Specify major events planned along with reasonable completion dates. Note that if the Kentucky American Water Company enters an agreement with a user, it may establish a schedule for compliance different from the one submitted by the facility.

Milestone Activity	Completion Date

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

12.0 AUTHORIZED REPRESENTATIVE STATEMENT:

*I hereby swear that: (1) This document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted; (2) Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete; (3) I am aware that submitting false information may lead to termination of sewer service, and civil and/or criminal proceedings by local, state, and federal governments.*

\_\_\_\_\_  
Name(s) Title

\_\_\_\_\_  
Signature Date Phone

Subscribed and sworn to by \_\_\_\_\_, Applicant's Representative, this  
day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EFFECTIVE: October 7, 2016

ISSUED BY: /s/Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

10.0 FORM OPERATING AGREEMENTS

10.1 Operating Agreement for Users whose discharge into the System is limited to **domestic or "restroom wastes."**

*OPERATING AGREEMENT*

*This Agreement is entered between Kentucky American Water (the Utility), and*  
*USER NAME: \_\_\_\_\_*  
*ADDRESS: \_\_\_\_\_*  
*TELEPHONE NUMBER: \_\_\_\_\_*  
*FAX NUMBER: \_\_\_\_\_*

*In consideration of the services rendered by the Utility, User agrees to be bound by the provisions of the Utility's tariff on file with the Kentucky Public Service Commission and further agrees that it will not place, deposit, or suffer to be deposited any wastes other than domestic or "restroom wastes" into the Utility's system through any connection to the system from property it uses, rents, owns, or controls.*

*User specifically acknowledges that placing, depositing, or suffering to be deposited any waste other than domestic or "restroom wastes" in the Utility's system by it or any persons under its control is a violation of the rules and regulations of the Utility for which the Utility may disconnect User's sewer service and recover any damages from User which the Utility may incur as a result of User's violation, including but not limited to any fines or penalties for which Utility may become liable to the Commonwealth of Kentucky, Division of Water of the Natural Resources and Environmental Protection Cabinet, under Utility's Kentucky Pollution Discharge Elimination System Permit.*

*This Agreement is effective as of the date of the last signature.*

*Kentucky American Water*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

User: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

10.2 Operating Agreements for Users who are or will be placing, depositing, or suffering to be deposited wastes other than domestic or "restroom wastes."

OPERATING AGREEMENT

This Agreement is entered between Kentucky American Water (the Utility), and  
USER: NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In consideration of the services rendered by the Utility, User agrees to be bound by the provisions of the Utility's tariff on file with the Kentucky Public Service Commission.

1. User acknowledges that a violation of the Utility's Industrial/Commercial User Policy as contained in the Utility's tariff permits the Utility to disconnect User's sewer service and recover any damages from User which the Utility may incur as a result of User's violation, including but not limited to any fines or penalties for which Utility may become liable to the Commonwealth of Kentucky or the United States of America.

2. User is authorized to discharge into the System at the following discharge point(s):

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3. User shall not exceed the discharge limits set forth in Section 7.0 of the Industrial/Commercial User Policy.

4. User shall monitor the following parameters at the indicated frequency using the indicated sampling method, at the location where the waste stream first enters the Utility's System, as shown on the description required by Section 8.7 of the User Information Form. Reports of monitoring and analysis shall be submitted to the Utility as provided in Section 6.2 of the policy.

Flow, meter washer	<u>Daily Total</u>	Flow, master meter	<u>Continuous Flow</u>		
SAMPLE TYPE: 24 Hour Composite					
Cadmium, total	_____	Chromium, total	_____	Copper, total	_____
Lead, total	_____	Nickel, total	_____	Silver, total	_____
Zinc, total	_____	Ammonia Nitrogen	_____	Phosphorus	_____
TTO	_____	BOD-5	_____		
Total Suspended Solids	_____				
SAMPLE TYPE: Grab					
pH, S.U.	_____	Oil/Grease, total	_____	Cyanide, total	_____

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

5 Pursuant to Section 5.2 of the policy, the Utility may, upon 30 days notice to Users and to the Commission, impose such additional restrictions, conditions, prohibitions, or monitoring requirements upon User as may be required of the Utility by DOW as a condition for maintaining or renewing its Permit. User further agrees to accept such other modifications proposed by Utility as are required of User or the Utility by local, state or federal law or regulation.

6. User acknowledges its duty to take all reasonable steps to minimize or correct any adverse impact to the System or the environment resulting from its failure to comply with this Agreement and the Utility's tariff, including but not limited to additional or accelerated monitoring as may be necessary to determine the nature and impact of the non-complying discharge.

7. User shall not increase the use of potable or process water or, in any way, attempt to dilute an effluent or discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this Agreement and the Utility's tariff.

8. User shall not by-pass the System unless it is unavoidable to prevent loss of life, personal injury, or severe damage.

9. User shall maintain and operate all facilities and equipment for the treatment and control of wastewater which are installed or used to comply with the policy and this Agreement. If User's facilities or and/or equipment for the treatment of wastewater fails or suffers a reduction in capacity, or if the Utility's system fails, User shall reduce or stop its discharge into the System as necessary until its facilities or equipment or the System is repaired and capable of treating wastewater in compliance with this policy and the Utility's Kentucky Pollutant Discharge Elimination System Permit ("KPDES Permit").

10 User shall dispose of all solids, sludges, backwash, or other pollutants removed in the course of treatment or control of wastewaters in accordance with the Clean Water Act, the Clean Air Act, the Resources Conservation and Recovery Act, and KRS Chapter 224.

11. User shall routinely calibrate, inspect, and maintain all equipment used for sampling and analysis of wastewater. Equipment used for sampling and analysis shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.

12. User shall include the results of all monitoring done in excess of the requirements of the policy and this Agreement in its monthly reports to the Utility.

13. All reports submitted to the Utility shall contain the following certification and be signed by an authorized representative of user:

*I hereby swear under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are*

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Nick O. Rowe  
President  
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*significant penalties for submitting false information, including immediate termination of service and the possibility of fines and criminal penalties for knowing violations."*

*This Agreement is effective as of the date of the last signature.*

**CERTIFICATION:**

User: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTANCE:**

*Kentucky American Water*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

11.0 REPORTING FORMS

Users required to monitor wastewater discharge into the system shall use the following forms for reporting to the Utility:

11.1 Self-monitoring Report Form

Kentucky American Water  
Self-Monitoring Report Form

Date of this report: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Sampling

Collected by: \_\_\_\_\_

Collection Date: \_\_\_\_\_ Time: \_\_\_\_\_

Sample Point Location: \_\_\_\_\_

Analysis Performed by: \_\_\_\_\_

Type of Sample \_\_\_\_\_ Grab \_\_\_\_\_ Time Composite \_\_\_\_\_ Hours

\_\_\_\_\_ Flow Proportional Composite \_\_\_\_\_ Hours

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Analysis

Parameter	Unit		Result	Limit	24 Hour Max.
	Avg. Peak	GPD GPD			
Flow					
Arsenic, Tot.		Mg/L			
Cadmium, Tot.		Mg/L			
Chromium, Tot.		Mg/L			
Chromium, Hex.		Mg/L			
Copper, Tot.		Mg/L			
Cyanide, Tot.		Mg/L			
Cyanide, Amen.		Mg/L			
Iron, Tot.		Mg/L			
Lead, Tot.		Mg/L			
Phosphorus, Tot.		Mg/L			
Nickel, Tot.		Mg/L			
Silver, Tot.		Mg/L			
Zinc, Tot.		Mg/L			
Barium		Mg/L			
Selenium		Mg/L			
Magnesium		Mg/L			
Sulfate		Mg/L			
Sulfide		Mg/L			
Chloride		Mg/L			
Fluoride		Mg/L			
Ammonia Nitrogen		Mg/L			
Phenois		Mg/L			
PCBs		Mg/L			

Parameter	Unit	Result	Limit	24 Hr. Max.
TTO	Mg/L			
Boron	Mg/L			
PH	S.U.			
Oil/Grease, Tot.	Mg/L			
BOD-5	Mg/L			
Tot. Susp. Solids	Mg/L			
Tot. Disol. Solids	Mg/L			
Color	ADMI			
Temperature	°F			
Tem	°F			
Arsenic	Mg/L			
Silver	Mg/L			

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ISSUED BY: /s/Nick O. Rowe  
 Nick O. Rowe  
 President  
 2300 Richmond Road, Lexington, KY 40502

I swear or affirm under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines for knowing violations.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date/Phone

Subscribed and sworn to by \_\_\_\_\_, Affiant, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

Note: Chain-of-Custody must be attached.

This report shall be postmarked no later than the 15th day of each month following the completed reported period and submitted to:

Kentucky American Water  
Attn: Water Quality Supervisor  
2300 Richmond Road  
Lexington, Kentucky  
Attn.: Self-Monitoring

Special Conditions

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

4. \_\_\_\_\_

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**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

11.2 Chain of Custody Form

KENTUCKY AMERICAN WATER  
 INDUSTRIAL/COMMERCIAL USER PROGRAM  
 CHAIN-OF-CUSTODY

Type of Inspection:     Scheduled     Unscheduled     Demand     Self Monitoring

Company: \_\_\_\_\_ Sample Location \_\_\_\_\_

Permit Number: \_\_\_\_\_

Sample No.	Date & Time	Station Description	(grab/composite)	Containers	Preservation	Required Analysis

Sample Collected By (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Reviewed By (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Company Name(Print): \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Company Name(Print): \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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**ISSUED:**                    July 7, 2016  
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**ISSUED BY:**          /s/Nick O. Rowe        
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

11.3 Wastewater Contribution Monitoring Report Form

WASTEWATER CONTRIBUTION MONITORING REPORT  
FACILITY NAME

Parameter	Freq.	Type	Unit	Limit	Test Result	Test Method	Violation
Arsenic	Quarterly	24 Hour Composite	Mg/l	0.10			
Cadmium	Quarterly	24 Hour Composite	Mg/l	0.06			
Chromium	Quarterly	24 Hour Composite	Mg/l	1.0			
Chromium, Hexavalent	Quarterly	24 Hour Composite	Mg/l	0.10			
Copper	Quarterly	24 Hour Composite	Mg/l	1.1			
Cyanide	Quarterly	Grab	Mg/l	0.1			
Iron	Quarterly	24 Hour Composite	Mg/l	15.0			
Lead	Quarterly	24 Hour Composite	Mg/l	0.30			
Phosphorus	Quarterly	24 Hour Composite	Mg/l	1.0			
Nickel	Quarterly	24 Hour Composite	Mg/l	0.7			
Oil/Grease	Quarterly	Grab	Mg/l	100			
Ph, S.U.	Quarterly	Grab	S.U.	9.5			
Silver	Quarterly	24 Hour Composite	Mg/l	0.10			
Zinc	Quarterly	24 Hour Composite	Mg/l	1.3			

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**President**  
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Surcharge Parameters

Parameter	Freq.	Type	Unit	Limit	Test Result	Test Method	Violation
BOD-5	Quarterly	24 Hour Composite	Mg/l	250			
TSS	Quarterly	24 Hour Composite	Mg/l	250			
Ammonia Nitrogen	Quarterly	24 Hour Composite	Mg/l	30			

Date: \_\_\_\_\_ By: \_\_\_\_\_ Grab/Comp Both

I swear under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the System, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines for knowing violations.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to by \_\_\_\_\_, Affiant, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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**Nick O. Rowe**  
**President**  
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12.0 EXCESS TREATMENT FEE

Users exceeding the discharge limits for BOD, TSS, or Ammonia Nitrogen set forth in Section 7.0 of this policy must obtain the prior Utility approval before making such discharges and shall pay an excess treatment fee in addition to other specified charges. In no event shall a User's 24-Hour Maximum Daily Concentration (mg/l) exceed 400 mg/L for BOD, 400 mg/l for TSS, or 100 mg/L for Ammonia Nitrogen.

Excess treatment fees shall be as follows:

BOD	\$1.78 per pound in excess of Section 7.0 discharge limit
TSS	\$1.78 per pound in excess of Section 7.0 discharge limit
Ammonia Nitrogen	\$8.36 per pound in excess of Section 7.0 discharge limit

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